

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered between the City of Hollywood (“City”) and Hollywood, Florida, City Employees, Local 2432, AFSCME (“AFSCME”) (collectively referred to as the “Parties”).

WHEREAS, AFSCME is the bargaining agent for three bargaining units consisting of City employees: the general bargaining unit, the professional bargaining unit and the supervisory bargaining unit (collectively, referred to as the “Bargaining Units”), and AFSSCME is entering into this MOU on behalf of all three bargaining units; and

WHEREAS, as authorized in the Internal Revenue Code, the City is in the process of adopting an ordinance amending the Employees Retirement Plan regarding the reemployment of retirees who have attained age 62; and

WHEREAS, based on the parties’ entering into this MOU, AFSCME does not object to the adoption of said ordinance;

NOW, THEREFORE, in consideration for the promises contained herein, the parties agree as follows:

1. That the above noted recitals are true and correct and are incorporated as part of this MOU.
2. If the City proposes to re-employ a retiree age 62 or older pursuant to Section 33.025(II) of the Code of Ordinances, and the re-employed retiree would perform duties and responsibilities that are generally performed by one or more employees covered by a collective bargaining agreement for any of the bargaining units represented by the Union, prior to re-employing such retiree, the City shall notify the Union of such intent in writing. The Union shall provide its written response to each employment case on an individual basis, within 10 days (excluding Saturdays, Sundays and holidays) from receipt of such City notification. Provided the Union does not object to an individual reemployment decision, the City may re-employ the specific retiree for a period not to exceed ninety (90) days. If the Union timely objects, the City shall not proceed with the proposed reemployment.

Upon mutual agreement, the initial ninety (90) day period may be extended one-time for up to another ninety (90) days

3. That this MOU shall not be considered a waiver of any right to continue to bargain collectively for pay and benefits. This MOU will not be used by either party as a waiver of any rights in any future or current proceeding.
4. The Parties signify their agreement with this MOU by affixing their signatures below.
5. This MOU shall become effective upon ratification by both the City and AFSCME.

WHEREFORE, the Parties acknowledge and understand the intent of this MOU and agree to be bound thereby, executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City and AFSCME.

WITNESSES:

Hollywood, Florida, City Employees,  
Local 2432, AFSCME

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
As to Hollywood, Florida, City  
Employees, Local 2432, AFSCME

Date: \_\_\_\_\_

WITNESSES:

CITY OF HOLLYWOOD, a municipal  
Corporation of the State of Florida

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
As to the City

Attest:

Approved: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Manager

\_\_\_\_\_  
Director of Financial Services

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY for the use and reliance of  
the City of Hollywood, only.

\_\_\_\_\_  
DOUGLAS R. GONZALES  
CITY ATTORNEY